

BEFORE THE ILLINOIS COMMERCE COMMISSION

DOCKET 01-0662

REPLY TESTIMONY OF RANDALL BARSTOW

ON BEHALF OF XO ILLINOIS, INC.

May 20, 2002

1
1 **REPLY TESTIMONY OF RANDALL BARSTOW**
2 **ON BEHALF OF XO ILLINOIS, INC.**
3
4

5 **I. INTRODUCTION AND PURPOSE OF TESTIMONY**
6

7 **Q. Please state your name and business address.**
8

9 A. My name is Randall Barstow. My business address is 800 Jorie Boulevard, Oak
10 Brook, IL 60523.

11 **Q. Are you the same Randall Barstow who previously filed testimony in this**
12 **docket?**
13

14 A. Yes, I am.

15 **Q. What is the purpose of your testimony?**
16

17 A. The purpose of my testimony is to address the Rebuttal Testimony of Justin
18 Brown and Carol Chapman.

19 **Special Access Conversions**

20 **Q. In his rebuttal testimony at page 17 in connection with the ordering process**
21 **for Special Access to UNE conversions, Mr. Brown suggest XO's "real issue**
22 **relates to problems XO experienced in completing the forms." Does Mr.**
23 **Brown properly identify the issue?**

24 A. No. While XO had problems relating to ordering because Ameritech itself did not
25 know the proper procedure, was giving XO conflicting information, and could not
26 therefore properly instruct XO on how to complete the forms, XO also takes issue
27 with Ameritech's statement that Special Access to UNE conversions rely on a
28 one-step ordering process.

29 **Q. What is the process for Special Access to UNE Conversions?**
30

1 A. As I discussed in my direct testimony at page 4-5, a conversion of a zero mileage
2 special access circuit to an unbundled loop requires a two-step ordering process.
3 XO must submit both an ASR and an LSR for this one circuit. The orders are
4 related to each by populating the project field
5
6 Although Ameritech witness Mr. Brown cites to Ameritech's CLEC website
7 (Ameritech Ex. 2.1 (Brown) at 16-17) for his assertion that either an ASR (when
8 converting multiplexed circuits) or an LSR (for the conversion of all other
9 circuits) is required, that assertion is contrary to XO's experience in ordering the
10 conversion of special access circuits to UNEs. I have attached (as Attachment A -
11 - **Confidential**) an example that documents five XO conversions of special access
12 to UNEs where Ameritech required XO to submit both an ASR and an LSR. I
13 should note that the Attachment is just a sample; XO has many more examples.

14
15 **Special Construction Charges**

16 **Q. In his rebuttal testimony Mr. Brown states that special construction charges**
17 **are based on the individual CLEC's interconnection agreement and that this**
18 **has thus "eliminate[d] the need to put together a special price quote." How**
19 **do you respond?**

20
21 A. That would be all well and good if we were told exactly what work was to be
22 done and there was no question as to the extent and degree of modification
23 needed. However, the work is identified as vaguely as "remove bridge taps". We

1 do not know whether Ameritech has defined the bridge taps as excessive (where
2 their removal is required) or non-excessive (where the bridge tap will not interfere
3 with service), and we do not know how many there are. The work simply is not
4 detailed enough to provide us with the ability to determine the pricing.

5 Additionally, there are times when Ameritech, after issuing the original FMOD,
6 returns another FMOD for the same customer several days later adding additional
7 work.

8
9 I have attached (as Attachment B) three examples of Ameritech Complex Facility
10 Modification Notification forms. The notification from February 25, 2002, under
11 the heading “Conditioning or other Complex Modifications Required,” states:
12 “REMOVE LOAD COILM ADD REPEATERS”. Similarly, the notification
13 from May 7, 2002 states: “remove bridge tap, add repeaters”. Finally, the
14 notification from May 1, 2002 states: “placement of cable, placement of terminal,
15 rearrange cable activate pairs at an existing terminal, modify underground or
16 buried plant.” The above-described forms do not contain any pricing or
17 descriptions of quantities. In the case of the third example, Ameritech only
18 provided vague descriptions of the work it proposes to perform. Even though
19 there is no specific information, XO must accept the “charges” in order for
20 Ameritech to proceed with the order.

21

22

1 As one can imagine, this type of uncertainty makes it difficult to determine if the
2 costs associated with the FMOD can be justified based on the expected revenue
3 from the customer. From a business perspective, XO cannot offer Ameritech a
4 “blank check”. XO needs a firm price (or a firm detail of work to be performed)
5 before it can agree to allow Ameritech to perform special construction. This is
6 not a new issue. Ameritech has been aware of CLECs’ planning requirements for
7 some time and at least since the Commission’s Order in 99-0593. It is entirely
8 reasonable to require Ameritech to price its special construction charges with
9 specificity.

10

11 **Coordinated Hot Cut Process**

12 **Q. Did Mr. Brown address XO’s concerns regarding Ameritech’s rescheduling**
13 **of coordinated hot cuts set for a particular date and time to “all-day**
14 **appointments”?**

15 A. No. In fact, Mr. Brown makes my point. On page 24 of his rebuttal testimony,
16 Mr. Brown sets out the process. By his own admission, the Ameritech outside
17 technician is dispatched and completes the work on Ameritech’s side. At this
18 point, the customer is out of service. XO is notified by the LSC that the
19 Ameritech technician has completed his/her work. XO then notifies one of its
20 technicians who stops the project he/she is working on, travels to the Central
21 Office, if necessary, and completes the work for XO so that the customer is once
22 again with service.

23

1 This process is extremely inefficient from a resource perspective. Once
2 Ameritech decides to perform its work, and XO is notified, the XO technician
3 must drop whatever he/she is doing so that the customer is restored to service as
4 quickly as possible. XO should not be placed in this position simply because
5 Ameritech fails to give reasonable notice and makes its operational process an all
6 day affair. Ameritech's actions ensure this process is not really coordinated at all.
7 Ameritech's unilateral efforts fail to facilitate reasonable customer migration.
8 More importantly, Ameritech is unnecessarily causing XO's customers to be left
9 without service.

10

11 Needless to say, significant improvement in service coordination between
12 Ameritech and XO is necessary to minimize a customer's service outage.
13 Ameritech should be required to honor the date and time of all coordinated hot
14 cuts, so that, as the name implies, the cuts are actually coordinated and the
15 disruption to the customer's service is minimized.

16

17 **Q. Does this conclude your testimony?**

18 A. Yes, it does.